

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.06-200
ANNUAL REQUIREMENTS FOR
HERSEY WATER METER PARTS

DATE: August 14, 2006

CONTRACT PERIOD: 08/15/06 - 08/14/07

CONTRACTOR: Hersey Meters Company
10210 Statesville Blvd
Cleveland, NC 27013

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

COMPANY REPRESENTATIVE: Sandra L. Bowers
TELEPHONE NO: 800-323-8584
FAX No.: 704-278-9616

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

As Per Bid and Spec No. 06-200
(Contract Dated 07/31/06)
See attached bid proposal sheet

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. #76917
Dated:07/31/06



CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS OF HERSEY WATER METER PARTS
SPECIFICATION 06-200**

**Contractor:
Hersey Meters Company, LLC
10210 Statesville Blvd.
Cleveland, NC 27013**

**CITY OF LINCOLN, NEBRASKA
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2006, by and between **Hersey Meters Company, LLC, 10210 Statesville Blvd., Cleveland, NC 27013** hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Requirements of Hersey Water Meter Parts Spec. No. 06-200** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

Pricing as stated in your proposal

CONTRACT AGREEMENT

The Work included in this Contract shall begin as soon as possible from date of executed contract. The term of agreement shall be one (1) year from **August 15, 2006 thru August 14, 2007**; with option to renew for two (2) additional one (1) year terms.

GUARANTEE:

A performance bond in the full amount of the contract shall be required for all construction contracts. This bond shall remain in effect during the guarantee period as stated in the specifications.. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Bidders
2. The Accepted Proposal
3. The Contract Agreements
4. The Specifications
5. The Special Provisions, if applicable

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Jean E. Ross
City Clerk



CITY OF LINCOLN, NEBRASKA

Celeen J. Seung
Mayor

Approved by Executive or No. 76917

dated July 31, 2006

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Mat [Signature] (SEAL)
~~Secretary~~ Vice President/Marketing

Hersey Meters Company, LLC

Name of Corporation
10210 Statesville Blvd.
Cleveland, NC 27013

(Address)

By: CR [Signature]
Duly Authorized Official

V.P./General Manager

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

Company Name Hersey Meters Company

**BID PROPOSAL
SPECIFICATION NO. 06-200**

**BID OPENING TIME: 12:00 NOON
DATE: Wednesday, June 28, 2006**

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers _____ through _____ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

BIDDING SCHEDULE

<u>Item No.</u>	<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
<u>Model MVR 50</u>				
1.	30	Lid plastic (50377)	\$ <u>3.86</u>	\$ <u>115.80</u>
2.	50	Clamp Band (50379)	\$ <u>3.86</u>	\$ <u>193.00</u>
3.	25	Seated Registers	\$ <u>50.07</u>	\$ <u>1,251.75</u>
4.	20	Rotor (50571)	\$ <u>33.09</u>	\$ <u>661.80</u>
5.	25	Inlet hub (50568)	\$ <u>13.21</u>	\$ <u>330.25</u>
6.	25	Lower bushing (50574)	\$ <u>3.96</u>	\$ <u>99.00</u>
7.	20	Liner (50565)	\$ <u>4.50</u>	\$ <u>90.00</u>
8.	15	Sapphire Thrust Bearing (Case) (98371)	\$ <u>5.90</u>	\$ <u>88.50</u>
9.	25	Complete interior (50577)	\$ <u>47.90</u>	\$ <u>1,197.50</u>
10.	1	Bearing adhesive	\$ _____	\$ <u>Not Available</u>
<u>Model MCT II, 3" Model</u>				
11.	10	Bypass top case gasket (51068P154)	\$ <u>1.75</u>	\$ <u>17.50</u>
12.	10	Magnet housing assembly (plastic chamber) (51281G062)	\$ <u>25.62</u>	\$ <u>256.20</u>
13.	10	Chamber disc (plastic interior) (51038G165)	\$ <u>55.80</u>	\$ <u>558.00</u>
14.	10	Bypass Interior Assembly (plastic) (51258G365)	\$ <u>120.20</u>	\$ <u>1,202.00</u>
15.	5	Train cap gasket (59046)	\$ <u>1.43</u>	\$ <u>7.15</u>

Company Name Hersey Meters Company

<u>Item No.</u>	<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
16.	20	Lower drive assembly (magnetic) (33170)	\$ <u>28.49</u>	\$ <u>569.80</u>
17.	5	Torrent spindle cap assembly (44750)	\$ <u>52.86</u>	\$ <u>264.30</u>
18.	2	Torrent spindle ball (44726)	\$ <u>4.27</u>	\$ <u>8.54</u>
19.	5	Torrent Spindle/bushing (replacement kit) (44779)	\$ <u>78.32</u>	\$ <u>391.60</u>
20.	2	Spindle check nut (44756)	\$ <u>.40</u>	\$ <u>.80</u>
21.	1	Torrent complete assembly (Bronze interior) (44748) Plastic 44780	\$ <u>224.52</u>	\$ <u>224.52</u>
22.	1	Torrent spindle complete assembly (44793)	\$ <u>214.57</u>	\$ <u>214.57</u>
23.	1	Weight on mainline of MCTII (54386)	\$ <u>131.53</u>	\$ <u>131.53</u>
24.	4	Weight and swing arm bushing (54325)	\$ <u>6.16</u>	\$ <u>24.64</u>
25.	1	Weight on mainline of MCTII (54386)	\$ <u>131.53</u>	\$ <u>131.53</u>
26.	2	Swing arm roller and bushing (54337)	\$ <u>13.06</u>	\$ <u>26.12</u>
27.	10	Clapper (54365)	\$ <u>45.30</u>	\$ <u>453.00</u>
28.	2	Swing arm complete assembly (54344)	\$ <u>252.45</u>	\$ <u>504.90</u>
29.	4	Swing arm hinge spindle bushing (54307) (4)	\$ <u>7.43</u>	\$ <u>29.72</u>
30.	2	Swing arm hinge spindle (54379) (2)	\$ <u>10.30</u>	\$ <u>20.60</u>
31.	2	Swing arm (54313)	\$ <u>113.21</u>	\$ <u>226.42</u>
32.	5	Swing arm roller with bushing (54337)	\$ <u>13.06</u>	\$ <u>65.30</u>
33.	10	Clapper rubber (pre-1972) (54316)	\$ <u>10.05</u>	\$ <u>100.50</u>
34.	10	Clapper rubber 1972 design (54366)	\$ <u>10.05</u>	\$ <u>100.50</u>
35.	2	Hinge spindle bushing (54309)	\$ <u>7.64</u>	\$ <u>15.28</u>
36.	1	Hinge spindle (54379)	\$ <u>10.30</u>	\$ <u>10.30</u>
<u>MCT II Parts, 4" Model</u>				
37.	10	Bypass top case gasket (51068P155)	\$ <u>2.91</u>	\$ <u>29.10</u>
38.	10	Magnet housing assembly (plastic chamber) (51281G061)	\$ <u>22.46</u>	\$ <u>224.60</u>

Company Name Hersey Meters Company

<u>Item No.</u>	<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
39.	10	Chamber disc (plastic interior) (51038G166)	\$ <u>57.23</u>	\$ <u>572.30</u>
40.	10	Bypass interior assembly (plastic) (51258G364)	\$ <u>130.39</u>	\$ <u>1,303.90</u>
41.	5	Train cap gasket (59046)	\$ <u>1.43</u>	\$ <u>7.15</u>
42.	10	Lower drive assembly (magnetic) (33170)	\$ <u>28.49</u>	\$ <u>284.90</u>
43.	5	Torrent spindle cap assembly (44850)	\$ <u>60.75</u>	\$ <u>303.75</u>
44.	2	Torrent spindle ball (44826)	\$ <u>5.78</u>	\$ <u>11.56</u>
45.	5	Torrent spindle/bushing(replacement kit) (44879)	\$ <u>91.26</u>	\$ <u>456.30</u>
46.	2	Spindle check nut (44856)	\$ <u>13.24</u>	\$ <u>26.48</u>
47.	1	Torrent spindle complete assembly (44893)	\$ <u>238.94</u>	\$ <u>238.94</u>
48.	4	Weight & swing arm bushing (55325) (4)	\$ <u>7.26</u>	\$ <u>29.04</u>
49.	2	Swing arm roller and bushing (55362)	\$ <u>24.92</u>	\$ <u>49.84</u>
50.	10	Clapper (55365)	\$ <u>66.78</u>	\$ <u>667.80</u>
51.	2	Swing arm complete assembly (55339)	\$ <u>368.67</u>	\$ <u>737.34</u>
52.	4	Swing arm hinge spindle bushing (55307) (4)	\$ <u>9.69</u>	\$ <u>38.76</u>
53.	2	Swing arm hinge spindle (55379) (2)	\$ <u>15.49</u>	\$ <u>30.98</u>
<u>MCT II Parts, 6" Model</u>				
54.	10	Bypass top case gasket (51068P174)	\$ <u>3.14</u>	\$ <u>31.40</u>
55.	5	Train cap gasket (59046)	\$ <u>1.43</u>	\$ <u>7.15</u>
56.	10	Lower drive assembly (magnetic) (33170)	\$ <u>28.49</u>	\$ <u>284.90</u>
57.	5	Torrent spindle cap assembly (44950)	\$ <u>75.60</u>	\$ <u>378.00</u>
<u>Model MCT Parts, Compound Magnetic Drive Meters, 3" Model</u>				
58.	10	Lower drive assembly (33148)	\$ <u>19.67</u>	\$ <u>196.70</u>
59.	4	Train cap gasket (59046)	\$ <u>1.43</u>	\$ <u>5.72</u>

Company Name Hersey Meters Company

<u>Item No.</u>	<u>Qty.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
60.	5	Bypass lower drive assembly (31158)	\$ 27.18	\$ 135.90
61.	1	Torrent cap assembly (44750)	\$ 52.56	\$ 52.56
62.	1	Torrent spindle ball (44726)	\$ 4.27	\$ 4.27
63.	1	Torrent wheel with bushing (44711)	\$ 58.41	\$ 58.41
64.	1	Torrent spindle (44767)	\$ 41.30	\$ 41.30
65.	1	Torrent interior complete (bronze) (44748)	\$ 224.52	\$ 224.52
		Plastic 44780		
66.	2	Torrent spindle assembly complete (44793)	\$ 214.57	\$ 429.14
<u>Model MCT Parts, Compound Magnetic Drive</u> <u>Meters, 4" Model</u>				
67.	10	Lower drive assembly (33148)	\$ 19.67	\$ 196.70
68.	4	Train cap gasket (59046)	\$ 1.43	\$ 5.72
69.	5	Bypass lower drive assembly (31168)	\$ 30.24	\$ 151.20
70.	1	Torrent cap assembly (44850)	\$ 60.75	\$ 60.75
71.	1	Torrent wheel with bushing (44811)	\$ 404.81	\$ 404.81
72.	2	Torrent spindle assembly complete (44893)	\$ 238.94	\$ 477.88
73.	2	Swing arm (55313)	\$ 164.22	\$ 328.44
74.	5	Swing arm roller with bushing (55362)	\$ 24.92	\$ 124.60
75.	5	Clapper rubber (pre-1972) (55316)	\$ 18.26	\$ 91.30
76.	6	Clapper rubber (1972 design) (55366)	\$ 18.26	\$ 109.56
77.	1	Hinge spindle bushing (55320)	\$	\$ Not Available
78.	1	Hinge spindle (55379)	\$ 15.49	\$ 15.49
<u>Model MCT Parts, Compound Magnetic Drive</u> <u>Meters, 6" Model</u>				
79.	2	Lower drive assembly (33148)	\$ 19.67	\$ 39.34
Total				\$ 18,451.42

Kindred Items will be priced at 33% off list using 2006 year catalog or; other method approved by City.
Explain _____

Shipping should be F.O.B. to: City of Lincoln Water Distribution, 2021 North 27th Street, Lincoln, NE 68503.

BID SECURITY REQUIRED: Yes _____, amount _____ No XX

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option: Yes X No _____

TERM PRICE CLAUSE: BIDDER MUST STATE

- (a) Bid prices firm for the full contract period: Yes; or
(b) Bid prices subject to escalation/de-escalation: _____
(c) If (b), state period for which prices will remain firm:
Through _____

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

X YES _____ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

Company Representative responsible for the administration of this Agreement:

NAME: Sabdra L. Bowers
TITLE: Quotations Administrator
PHONE NO./FAX NO. 800-32308584 Fax 704-278-9616

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE:
SEALED BID FOR SPEC. 06-200**

Hersey Meters Company, LLC
COMPANY NAME
P O Box 128
10210 Statesville Blvd.
STREET ADDRESS or P.O. BOX
Cleveland, NC 27013
CITY, STATE ZIP CODE
800-323-8584 704-278-9616
TELEPHONE No. FAX No.
sbowers@herseymeters.com
E-MAIL ADDRESS

Sandra L Bowers
BY (Signature)
Sandra L. Bowers
(Print Name)
Quotations Administrator
(Title)
June 26, 2006
(Date)
30-45 Days ARO
ESTIMATED DELIVERY DAYS